

From the Natchez Courier,
SANDY CREEK LETTERS—NO. 1.
WASHINGTON COUNTY,
July 24th, 1841.

DEAR SIR:—I desire to know whether you have read the Governor's letter to Hope & Co., and whether you think the State is legally or morally bound for the payment of her Bonds.

I believe you were originally opposed to the sale of the bonds; and I know that your name has never appeared on any paper discounted by the Bank, either as drawer or endorser. I also know that though like myself, you are indebted for property purchased at high prices, you will give me your opinion, unbiassed by prejudice and uninfluenced by self interest. I am yours, &c.

DEAR SIR:—I have duly received your letter of 22d ult. and hasten to reply thereto. I premise by stating, that I am, as you know, a humble planter, without any pretensions to law knowledge, and therefore the opinions I may advance, will be the dictates of common sense and common honesty.

I am clearly of the opinion that the State is, both legally and morally bound for the payment of the bonds; and that she can in no way escape from the obligation, without a flagrant breach of honor and good faith. There is nothing in the Governor's letter, nor in anything else that I have seen on the subject, to weaken my convictions, that she is bound by every principle of honor, and by everything which as a State, she ought to hold dear, to pay the bonds according to their tenor.

To contend that the endorsement of the President of the Union Bank, by which he stipulated for the payment of "sterling money," instead of "legal currency of the United States," specified in the bonds releases the State from her obligation to pay, because it "changed the currency in which alone she agreed to pay," is both ridiculous and absurd.—It can no more change the face of the contract, or require the State to pay more than she engaged to pay, than your individual note could be changed, by any thing written over the endorsement of the person to whom it was made payable. To illustrate this. If you execute your note to me, for "one thousand dollars, payable in the legal currency of the United States"—and I endorse it, and write over my endorsement, "I guarantee the payment of the within note in diamonds." Does it force you to pay in diamonds? Certainly not. And does it release you from the payment in the currency in which you contracted to pay? Just as certainly not. The liabilities of the State could not be changed by any endorsement on the bonds, unless made with the consent of the State through her Executive, sanctioned by an act of the Legislature. The inference therefore, that this endorsement is sufficient to invalidate the contract, and release the State from her obligation, is wholly groundless.

Nor does the assumption, that because the sale was made to the Bank of the United States, a party that is prohibited by her charter, from dealing in State stocks, the State is thereby released from her obligation, rest on any better grounds. In the first place, there is not a shadow of evidence to prove that the sale was made to the Bank of the United States, or to Mr. Biddle for the Bank. Mr. Biddle was the purchaser in his individual capacity. The whole correspondence was in his individual name and character, and the Commissioners had no right to know and would have been deemed impertinent had they inquired for whose use or benefit the purchase was made. If the sale had been made to an idiot or minor, his guardian might have protested against the consummation of the contract and refused to deliver the money; but even such a sale could not release the State from her moral obligation to pay after she had received and used the money. Nor could she have escaped her moral obligation, had the Commissioners gone to Texas with the proceeds of the bonds, or in any other way squandered the money for their own use and pleasure.

It matters not therefore, to whom the bonds were sold, if the State received the money for them, she is morally bound to provide for their payment. I know, that one of our courts has decided in the case of the commissioners of the sinking fund against the Hon. R. J. Walker,—that because the commissioners had no specific grant of power to make loans, therefore the defendant could not be held legally liable for his note, executed for money borrowed." But I have heard that the jury would have unanimously decided that having received, used and enjoyed the money, the defendant was morally bound to pay the note with interest, and this I think would have been the verdict of every honest jury under similar circumstances. And here I may remark that the whole question of responsibility, is one of a purely moral character. The State cannot be sued on her bonds, and her legal liability can therefore never be tested; and the question for the people to decide is, is she morally bound to make restitution for money had and used? That she received the money and the full five millions too, there cannot be a doubt for she received script from the Union Bank for five millions of her stock, and appointed directors to manage the bank, and superintend the State's interest in the same. She in fact appointed all the directors for the first year or two, and is therefore solely responsible for the mismanagement of the bank and the improper use of her funds. The stockholders elected no directors, as I believe, for the first two years. Certain it is, the State appointed all the directors who had any agency in the appointment of the commissioners, or in the negotiation for the sale of the bonds, and if there be any thing wrong in the matter, is she not responsible for it? The errors, if any, were those of her own agents, and surely it cannot be morally right to take advantage of the mismanagement of her own agents, to evade the payment of her obligations.

You, I am sure would hardly contend, that because you purchased your plantation in 1836, when property was far above its real value, and the purchase had proved, from the mismanagement of your overseer, or from causes beyond your control, a most unfortunate one; that therefore you were released from the obligation to pay for it, after having used it for years, and that you would be justified in running the negroes off to Texas! And yet, I do conscientiously believe there would be quite as much justification for such an act, as there is for the State to refuse to pay her bonds, in the hands of innocent holders after having received their value and used the money.

If the State is not bound for the payment of her bonds then there is, there can be, no contract that cannot be evaded. Even the marriage contract—the most solemn of all engagements—may be violated on pretences quite as frivolous. To contend for such doctrines, is to sap the very foundations of all virtue and morality; and neither the State nor her citizens would expect to have any just claim to character or credit with her sister States. The people must be identified with the State in all her acts; and you who have a family to raise in Mississippi, ought to look well to the result which must inevitably follow a violation thereof of the pledged faith of the State. You cannot overlook or disregard the obligation

which rests on you as a father, to give your children the advantage of good precepts, and a good example; and you do no neither, if you sanction in any way, the monstrous doctrine, that because the agents of the State have mismanaged her funds, or made a bad bargain for her, she is therefore not obligated to keep her faith.

But I have nearly exhausted my paper, and must reserve for another letter, what I have to say on the other points of the governor's letter. I hope you will not deem me tedious I am, &c.

A SANDY CREEK PLANTER.

THE LATE DISASTER ON LAKE ERIE.

From the Commercial Advertiser and Journal.

BUFFALO, August 10, 1841.
Most appalling Calamity—destruction of the steamboat Erie by fire, and the loss of one hundred and seventy lives!

Little did we think yesterday, in penning a brief paragraph in commendation of the Erie, that to-day we should be called upon to record the destruction of that boat, together with a loss of life unequalled on our own or almost any other waters. The Erie left the dock at 10 minutes past 4 P. M. loaded with merchandise destined for Chicago, and as nearly as now can be ascertained, about two hundred persons, including passengers and crew, on board. The boat had been thoroughly overhauled, and although the wind was blowing fresh, every thing promised a pleasant and prosperous voyage.

Nothing occurred to mar this prospect till about eight, when the boat was off Silver creek, about 8 miles from shore, and 33 from this city, when a slight explosion was heard, and immediately, instantaneously almost, the whole vessel was enveloped in flame. Capt. Titus who was on the upper deck at the time, rushed to the ladies' cabin to obtain the life preservers, of which there were from 90 to 100 on board, but so rapid had been the progress of the flames, he found it impossible to enter the cabin. He returned to the upper deck, on his way giving orders to the engineer to stop the engine, the wind and the headway of the boat increasing the fierceness of the flames and driving them aft. The engineer replied that, in consequence of the flames, he could not reach the engine. The steersman was instantly directed to put the helm hard a-starboard.

The vessel swung slowly round, heading to the shore, and the boats—there were three on board—were then ordered to be lowered. Two of the boats were lowered, but in consequence of the heavy sea on, and the headway of the vessel, they both swamped as soon as they had touched the water. We will not attempt to describe the awful and appalling condition of the passengers. Some were frantic with fear and horror, others plunged headlong madly into the water, others again seized upon any thing buoyant upon which they could lay hands. The Small boat forward had been lowered. It was alongside the wheel, with three or four persons in it, when the Captain jumped in, and the boat immediately dropped astern and filled with water. A lady floated by with a life preserver on; she cried for help. There was no safety in the boat; the Captain threw her the only oar in the boat; she caught the oar, and was saved. It was Mrs. Lynde, of Milwaukee, and she was the only lady saved.

In this condition, the boat a mass of fierce fire, and the passengers and crew endeavoring to save themselves by swimming or supporting themselves by whatever they could reach, they were found by the Clinton at about 10 P. M. The Clinton left here in the morning, but in consequence of the wind had to put into Dunkirk. She laid there till near sunset, at which time she ran out, and had proceeded as far as Barcelona, when just at twilight the fire of the Erie was discovered, some 20 miles astern.

The Clinton immediately put about, and reached the burning wreck about 10. It was a fearful sight. All the upper works of the Erie had been burned away. The engine was standing, but the hull was a mass of dull, red flame. The passengers and crew were floating around, screaming in their agony and shrieking for help. The boats of the Clinton were instantly lowered and manned, and every person that could be seen or heard was picked up, and every possible relief afforded.

The Lady, a little steamboat lying at Dunkirk, went out of that harbor as soon as possible after the discovery of the fire, and arrived soon after the Clinton. It was not thought by the survivors that she saved any.

By 1 A. M. all was still except the dead crackling of the fire. Not a solitary individual could be seen or heard on the wild waste of waters. A line was then made fast to the remains of the Erie's rudder, and an effort made to tow the hapless hull ashore. About this time the Chataque came up and lent her assistance. The hull of the Erie was towed within about four miles of the shore, when it sunk in eleven fathoms water. By this time it was daylight. The lines were cast off. The Clinton headed for this port which she reached about 6 o'clock. Of those who are saved several are badly burned, but none are dangerously injured so far as we have heard.

Origin of the Fire.—Among the passengers on board were six painters in the employ of Mr. W. G. Miller, of this city, who were going to Erie to paint the steamboat Madison. They had with them demijohns filled with spirits of turpentine and varnish, which, unknown to Captain Titus, were placed on the boiler deck, directly over the boilers. One of the firemen, who was saved, says he had occasion to go on the deck, and, seeing the demijohns, removed them. They were replaced, but by whom is not known. Immediately previous to the bursting forth of the flames, as several on board have assured us, a slight explosion was heard. The demijohns had probably burst with the heat, and their inflammable contents, taking fire instantly, communicated to every part of the boat, which, having been freshly varnished, caught as if it had been gunpowder.

Of cabin passengers Captain Titus thinks there were between 30 and 40, of whom 10 or 12 were ladies. In the steerage were about 140 passengers, nearly all of whom were Swiss and German immigrants, mostly in families.

It is a singular coincidence that the Erie was burned at almost identically the same spot where the Washington was burned in June, 1838. Captain Brown, who commanded the Washington at that time, happened to be on board the Clinton, and was very active in saving the survivors of the Erie.

AMERICAN CONSUL IN PRISON.

The Philadelphia U. S. Gazette of the 25th says:—"Captain Morriam, barque Iris, at this port, from Matanzas, gives information that Mr. Cross, the American Consul at that port, had been incarcerated in prison by order of the Governor General of Cuba. The cause is not stated, but whatever it may be, it is a bold move, and one which cannot be passed over by our Government without notice. We are informed by a gentleman, long a resident at Matanzas, that Mr. C. was remarkably mild in his disposition, and most un-

likely to give offence to the authorities of the island. A former consul at that port (the late Mr. Shoemaker,) also met with some indignity in the early part of General Jackson's administration, which was promptly taken in hand by him, and brought before the notice of the Spanish Government through its Minister at Washington, and resulted in a proper satisfaction rendered in the case. We take it for granted that what is necessary to be done in the present instance, will be done well and quickly.

From the National Intelligencer.

In the House, on Friday, Mr. Sergeant reported a plan for another fiscal bank bill with a capital of \$21,000,000; to have agencies instead of offices of discount and deposit; the dealings of the corporation to be confined to buying and selling foreign bills of exchange, including bills drawn on one State or Territory, and payable in another; there are to be no loans, or what is generally understood as 'discounts.'

In the Senate, on Friday, the whole day was occupied on the Land bill, without taking the final question.

The Bankrupt bill has passed both houses of Congress, and has received the signature of the President. It is to take effect in February next. It received votes from both parties in both houses of Congress. We hope shortly to publish the bill in detail. No true friend to justice and the Constitution can make up his mind upon this bill, for which the Constitution itself provides, before he sees its provisions.

ILLINOIS.—There is but very little doubt but that Hon. John T. Stuart and Z. Casey, (whigs,) have been elected to congress from this State; which will give the Whigs two of the three members. Casey's majority over Stinson H. Anderson (loco) is reported to be about 1000—so our cousin Sints couldn't shine.—Columbia Obs.

ALABAMA.—The people of Alabama have placed their veto on the General Ticket System, by a majority of 1,948, according to the returns in the Montgomery Journal. The overturn of the General Ticket System, is regarded by the Whigs of that State as a great triumph. In the House of Representatives of the State, the Whigs have lost seven members, and gained six in the House and one in the Senate, making the vote on joint ballot the same as last year. Fitzpatrick, L. F., is elected Governor by a majority of 7,766 over McClung.—Columbia Obs.

ESTRAY NOTICES—MARSHALL COUNTY.

Taken up by Shipman Denton, living fifteen miles North-West of Holly Springs, one small sorrel mare, left eye out-back sore when taken up—supposed to be about 8 years old—appraised to thirty dollars. Aug. 28, 1841.

Taken up by James Tyler, living 3 1/2 miles East of Hudsonville, one brown horse, about 9 years old, 15 1/2 hands high, left hind foot white, several saddle spots and paces, no other mark or brand, appraised to \$65. Aug. 26, 1841.

Taken up by David Morgan, living 5 miles South of Waterford, on the road to Dunnivens ferry, one sorrel horse mule, supposed to be five years old in the Spring—appraised to \$55. Sept. 3d, 1841. G. W. GRAHAM, Ranger.

Sept. 9, 1841.—7—3w.

DISSOLUTION.

THE partnership heretofore existing between LEWIS, PEARCE & NELMS in the practice of law, is this day dissolved by mutual consent. August, 16th. 1841.

GRANVILLE LEWIS,
A. PEARCE,
C. G. NELMS.

August 26—5—tf

NOTICE.

CARRIAGE & WAGON ESTABLISHMENT.

THE SUBSCRIBERS having associated themselves together in the above business, beg leave to inform the citizens of Holly Springs and vicinity, that they are prepared to execute with neatness, durability and dispatch, all business entrusted to their care, and hope by strict attention to business to merit and receive a liberal share of patronage.

We have in our employ experienced and skillful mechanics, and also a lot of fine material.

Shop on the right hand side of street leading west from Williamson's Hotel.

T. B. WALTHALL,
A. BULLINGTON.

Aug. 12—tf

TRUST SALE.

IN pursuance of the authority given, by virtue of a deed of trust, made by Patrick McDavid, to the undersigned as trustee, for the purpose of securing John B. Rodgers and George Pool, against certain liabilities incurred by them as indorsers and securities of the said McDavid. I will on the 2nd Monday of February, 1842, unless the debts and liabilities in said deed specified, are previously satisfied by said McDavid,—offer for sale at public outcry, to the highest bidder for cash, at the court house door in the town of Holly Springs, Mississippi, the negroes, land, and other property, conveyed by said deed, or so much thereof, as shall be required to satisfy the objects and trusts therein specified. There are twelve negroes all young and likely. The land is the beautiful, fertile, and comfortably improved tract, now occupied by said McDavid, North of Hudsonville. For a more particular description of said negroes, and land, as also, the other personal property, reference is made to the trust deed, of record in Marshall County, Mississippi. I will make only such title to said property as is vested in me.

July 30, 1841.—2 JNO. H. ANDERSON, Trustee.

L. CAGE & CO.

WOULD inform the public that they have removed to the store adjoining the UNION HOUSE, (CRAFT'S.) That they have received, and will keep constantly on hand, a large and complete supply of

Drugs, | Paints, | Dye-Staffs, | Surgical Instruments,
Medicines, | Oils, | Perfumery, | &c. &c. &c.

All of which they intend to sell for Cash,—at prices lower than can be purchased at any other house in the South. Particular attention paid to the preparing and putting up of Physicians orders, and prescriptions.

Holly Springs, April, 1841.

NOTICE.

On the 28th day of June, 1841, The Hon. Probate Court of Marshall County, State of Mississippi, granted to the undersigned, Letters of Administration on the estate of William C. Cunningham, Deceased. All persons having claims against the estate of said Deceased, are requested to exhibit the same to the undersigned within the time limited by law, or the same will be barred. August 27, 1841 CATHARINE CUNNINGHAM, Adm'r.

TRUSTEE'S SALE.

On Monday, the 8th day of November, 1841, I will offer for sale at public auction, to the highest bidder for cash, at the Court House door in Holly Springs, Section No. 17, Town 3, Range 4 West of the Basis Meridian of the Chickasaw Cession—conveyed to me as trustee by Tandy K. Young, on the 19th day of November, 1839, to secure the payment of certain moneys to John Anders. I will convey to the purchaser only such title as is vested in me.

ANDREW NORRIS, Trustee.

September 1, 1841.

The Hon. JACOB THOMPSON, Candidate for Congress, and Hon. S. GRAVES, Candidate for State Treasurer, will address the fellow citizens at the following times and places, viz:

Day	Time	Place
Tuesday	14th	September Wyatt, Lafayette county
Wednesday	15th	" Chulahoma, Marshall "
Friday	17th	" Hernando, Desoto "
Saturday	18th	" McMahons, "
Monday	20th	" McPleasant, Marshall city "
Tuesday	21st	" Hudsonville, "
Wednesday	22d	" Salem, Tippah county "

WM. R. HARLEY, one of the Whig Candidates for Congress, will address his fellow citizens at the following places and time:

Place	Day	Time
Belmonte, Panola county.	Saturday	August 27
Panola, "	Monday	" 29
Pharsalia, "	Tuesday	" 31
Charleston, Tallahatchie c'ty.	Wednesday	Sept. 1
Oakland, Yallobusha	Thursday	" 2
Coffeeville, "	Friday	" 3
Grenada, "	Saturday	" 4
Carrollton, Carroll county	Monday	" 6
Greensboro, Choctaw co.	Wednesday	" 8
Stewart's P. O.	Thursday	" 9
Koskiusko, Attala, county,	Saturday	" 11
Louisville, Winston county,	Monday	" 13
Macon, Noxubee county,	Wednesday	" 15
Brooklin, Noxubee county,	Thursday	" 16
Decalb, Kemper county,	Friday	" 17
Okaloosa, "	Saturday	" 18
Marion, Lauderdale county	Monday	" 20
Decatur, Newton county,	Wednesday	" 22
Philadelphia, Neshoba c'ty,	Friday	" 24
Carthage, Leak county,	Monday	" 27
Hillsboro, Scott county	Wednesday	" 29

DEMOCRATIC TICKET.

For the lower branch of the Legislature to be elected in November next, a number of Democrats of Marshall county, prepare that the following ticket of anti-bond paying candidates be run, viz:

WILLIAM COOPWOOD,
W. S. RANDOLPH,
R. S. GREER,
JAMES W. HILL.

CHICKASAW BAPTIST ASSOCIATION.

The Chickasaw Baptist Association will hold its next annual session in this place, commencing on Friday the 17th September.

Brethren in the ministry are requested to attend.
Holly Springs, August the 24th. 1841.

LIST OF CANDIDATES.

LEGISLATURE.

O. D. WATSON has authorized us to say, that he is a candidate for the next legislature—he has not determined whether he will run for the lower or upper house, but will do so in time for other aspirants.

CIRCUIT JUDGE.

We are authorized to announce ISAAC N. DAVIS, of Panola County, as a candidate for Judge of the 8th Judicial District—election in November next.

DISTRICT ATTORNEY.

GEORGE A. WILSON, (the present incumbent,) is a Candidate for re-election to the office of District Attorney of the 8th Judicial District.

We are authorized to announce ROBERT JOSELYN as a candidate for District Attorney for the 8th Judicial District.

CIRCUIT CLERK.

We are authorized and requested to announce JAMES C. ALDERSON, as a candidate for Circuit Clerk of Marshall county—Election in November next. [Paid \$5]

SHERIFF.

We are authorized to announce Col. HANNIBAL HARRIS, as a candidate for the office of Sheriff, of Marshall County.

SAMUEL H. THOMAS presents himself before the citizens of Marshall county, as a candidate for the office of Sheriff at the next November election.

We are authorized to announce WASHINGTON G. L. MORRIS, as a Candidate for the Sheriffship of Marshall County—Election to take place in November next.

PROBATE JUDGE.

A. A. STITH, is a candidate for Judge of the Probate Court of Marshall County.

TAX COLLECTOR.

PETER B. JONES, is a candidate for Tax Collector of Marshall County.

ROBERT J. HOLBROOK, is a candidate for Tax Collector of Marshall county.

We are authorised to announce R. G. KYLE, as a Candidate for Tax Collector of Marshall county.

COUNTY TREASURER.

WOODSON PUCKETT, is a candidate for Treasurer of Marshall county.

RANGER.

We are authorized to announce Maj. J. H. CURREY, as a Candidate for Ranger of Marshall County.

THOMAS A. FALCONER, is a candidate for Ranger of Marshall County.

We are authorized and requested to announce Mr. R. T. FOWLER, as a candidate for Ranger of Marshall county—Election in November next.

CORONER.

We are authorized to announce WM. H. STILL, as a Candidate for Coroner of Marshall county—Election in November next.

We are authorized to announce JOHN S. WARD, as a candidate for Assessor of the Taxes of Marshall County—Election in November next.

CHARLES O'BRIEN, Dentist.

Resides at Holly Springs, Miss.
He is prepared to perform all operations belonging to Dental Surgery.—He feels assured after two years uniform success, that he will realize a liberal patronage. He would just say to the public that they cannot be too careful who they employ as a Dentist. August 4—2—1y.

JOB PRINTING.

Of every variety executed at the Gazette office, with neatness, accuracy and on terms to correspond with the hardness of the times.
July 28, 1841.